

## **Exhibit K**

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**AIG Domestic Claims, Inc.**

**PIP Claims Department**

101 Hudson Street, 31st Floor  
Jersey City, NJ 07302

December 16, 2005

Certified Mail-Return Receipt Requested

Michael Skirka  
TRC  
1200 Wall Street West  
2<sup>nd</sup> Floor  
Lyndhurst, NJ 07071

<b>Re:</b>	<b>Insured:</b>	<b>TRC/ Con Ed</b>
	<b>Location:</b>	<b>Various Locations on First Ave. NY, NY</b>
	<b>Policy:</b>	<b>PLS/CCC 1950199 effective (11/15/2000 – 11/15/30)</b>
	<b>Coverages Purchased:</b>	<b>A, C, D, F, G, H, I, K, L</b>
	<b>Our Claim No:</b>	<b>199-004756</b>

Dear Mr. Skirka:

AIG Domestic Claims, Inc. ("AIGDC") is the authorized representative of Granite State Insurance Company ("GSIC").

This letter will confirm our conversation on August 18, 2005, in which TRC on behalf of East River Realty Company submitted invoices in connection with work performed under the Brownfields Cleanup Program ("BCP"). TRC is seeking reimbursement on present and future costs associated with BCP.

Your attention is directed to the following Exclusion:

[This insurance does not apply to Cleanup Costs arising from or in any way in connection with:]

**C. Modification of Site Work Action Plan**

Arising from any modification of the Site Work Action Plan made by the Named Insured unless:

2. The Company has consented to such modification in advance, in writing such consent not to be unreasonably withheld, conditioned, delayed or denied. Except as provided under the terms and provisions set forth in the **Contract**, under no circumstances shall the Company agree to make modifications to the **Site Work Plan**; or
3. Such modification is defined in the Endorsement for Defined Additions and Reductions.

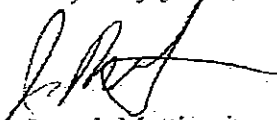
Exclusion C precludes modification to the Contract Site Work Plan unless the company has consented to a modification in advance. TRC is currently remediating the site under the Voluntary Clean up Program. TRC has now voluntarily entered into the BCP program. GSIC denies all costs associated under this program pursuant to exclusion C.

Please be advised that this correspondence only refers to the above-referenced policy and does not address in any way any other policy by any other insurance company.

Finally, GSIC does not waive or surrender any of the rights under any of the terms, conditions, limitations and/or exclusions contained in any of the policies issued by GSIC to TRC. GSIC specifically reserves the right to assert a defense to coverage, and to modify supplement or amend its position based upon any other term, condition, provision or exclusion of the policy or policies issued to TRC.

If you should have any questions regarding the foregoing, please do not hesitate to contact me directly at (201) 631-7384.

Very truly yours,



Joseph Mattiassi  
Manager  
Environmental Claims